

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

FIDEL MIRANDA, on behalf of himself
and all other similarly situated employees,

Plaintiffs,

VS.

Case No. 14-cv-2152

FAYETTE JANITORIAL SERVICE, LLC
d/b/a FAYETTE INDUSTRIAL, RICKEY DALE
BURNS, JR., and LINDA MICHELLE BURNS,

Defendants/Third-Party Plaintiffs,

VS.

FREDDY MARTINEZ d/b/a MARTINEZ
INDUSTRIAL,

Third-Party Defendants.

ANSWER TO PLAINTIFF'S REQUEST TO PRODUCTION OF DOCUMENTS

COMES NOW the Defendant, Freddy Martinez, by and through counsel and pursuant to the Tennessee Rules of Civil Procedure responds to Plaintiff's Request for Production of Documents as follows:

OVERVIEW AND GENERAL OBJECTIONS

These Answers are not intended to, nor should they be construed as affecting waivers regarding any objection Defendant, may have in relation to the relevance, materiality,

admissibility, privilege or competence of the various discovery propounded or of the information and documents identified herein. On the contrary, these Answers are intended to preserve and do, in fact, preserve all of Defendant's right to object on any grounds at any time to the discovery itself or to the use of information gained through this discovery in this litigation.

Defendant further reserves the right to object to additional discovery addressed to matters covered by this discovery request, whether or not answers are furnished herein. Defendant expressly reserves the right to supplement, revise, add to, clarify or correct any answers herein.

To the extent this discovery requests any information that constitutes or is a part of Defendant's or Defendant's attorney's work product, Defendant objects.

REQUESTS FOR PRODUCTION

REQUEST NO. 1: Please produce the original copy of each Plaintiff's personnel file, as well as any other file or collection of documents maintained by Defendants and/or employees concerning Plaintiffs. This request includes electronically stored information.

ANSWER: Defendant does not have any electronically stored information. Please see attached. Defendant does not have personnel files however does have sheets of notebook paper for each Defendant with the dates and hours worked.

REQUEST NO. 2: Please produce any and all employee handbooks, company policy manuals, safety manuals, and/or personnel manuals in effect during the applicable statutory period.

ANSWER: Not applicable as Defendant does not have any.

REQUEST NO. 3: Please produce a copy of any and all payroll records relating

to each Plaintiff, including but not limited to the pay received by each Plaintiff on a weekly basis.

ANSWER: Plaintiff's were paid in cash however the notebook paper sheets where their time was noted is attached.

REQUEST NO. 4: Please produce all corporate policies regarding overtime, including handbooks, manuals, written procedures and policies, emails, and memorandum during the applicable statutory period.

ANSWER: Defendant would just follow state and federal law with regard to overtime. Defendant does not have any written handbooks or policies.

REQUEST NO. 5: Please produce all time records, time cards, time sheets or other documents identifying or describing the hours worked by each Plaintiff each week during the applicable statutory period. This request includes but is not limited to any attendance sheets, all work or shift schedules, any time entered into Defendants' time keeping system (both written and electronic), any time kept by an office manager or supervisor, or other documents identifying or describing the hours worked by each Plaintiff during the applicable statutory period, i.e., March 4, 2011 to the present.

ANSWER: Please see attached notebook paper.

REQUEST NO. 6: Please produce all compensation plans and other documents relating to Defendants' policies, procedures, or methods of compensating Plaintiffs during the applicable statutory period.

ANSWER: Not applicable.

REQUEST NO. 7: Please produce all documents relating to any changes in Defendants' policies, procedures or methods of paying persons performing any of the positions held by Plaintiffs during the applicable statutory period.

ANSWER: Not applicable.

REQUEST NO. 8: Please produce any and all e-mails concerning Plaintiffs' time worked, time keeping, time cards, time sheets, time worked, overtime, overtime policies, and calculation of overtime.

ANSWER: Defendant does not have an email account.

REQUEST NO. 9: Please produce all job descriptions or other documents identifying or describing job duties and responsibilities of each job performed by each Plaintiff during the applicable statutory period.

ANSWER: Defendant has not produced any documents to this effect.

REQUEST NO. 10: Please produce all offers of employment to each Plaintiff, including any offer letters or employment contracts.

ANSWER: Defendant offered employment to Plaintiff verbally.

REQUEST NO. 11: Please produce all orientation materials (including training materials) provided to or shown to Plaintiffs upon hire and during employment.

ANSWER: Defendant does not have any of these materials. The only training done was by Fayette Industrial. Fayette Industrial would be more suitable to provide these documents.

REQUEST NO. 12: Please produce any and all photographs, films, videotapes, or audio recordings of Plaintiffs, which are in Defendants' possession, custody or control (this request should include any photographic identification badges taken of and given to Plaintiffs during their employment).

ANSWER: Defendant does not have any of these in his possession as they were provided by Fayette Industrial.

REQUEST NO. 13: Please produce any and all documents reflecting, indicating or relating to any statements taken or received by Defendants, their attorneys or representatives, from any person who has information or knowledge relating to the events alleged in Plaintiffs' complaint.

ANSWER: All documents have been provided.

REQUEST NO. 14: Please produce any and all documents, including but not limited to e-mails, concerning claims of any employee regarding Defendants' failure to properly pay minimum wage and/or overtime compensation.

ANSWER: Defendant does not have any documentation with regard to this.

REQUEST NO. 15: Please produce all documents that identify, describe, or relate to any claim that Defendants' method of compensating Plaintiffs was performed with a good

faith, reasonable belief that Defendants were complying with the Fair Labor Standards Act relating to minimum wage and/or overtime compensation.

ANSWER: Defendant has no documentation of this sort since Defendant was under no obligation to pay overtime due to the fact that Plaintiff's did not work over 40 hours a week.

REQUEST NO. 16: Please produce all documents and communications that relate to service or work contracts between or among Defendants and executed or performed during the applicable statutory period.

ANSWER: See attached.

REQUEST NO. 17: Please produce all documents and communications between or among Defendants/Third-Party Plaintiffs and Freddy Martinez d/b/a Martinez Industrial during the applicable statutory period regarding Plaintiffs' employment and claims and/or the payment of workers performing services for any of the Defendants.

ANSWER: No documents were produced to this effect.

REQUEST NO. 18: Please produce all documents showing compensation paid to Freddy Martinez d/b/a Martinez Industrial during the applicable statutory period for services performed. Please produce all documents related to Defendants' affirmative defenses and/or which Defendants believe support any of their affirmative defenses.

ANSWER: Defendant has provided his tax documents.

REQUEST NO. 19: Please produce any and all agreements executed or in place

during the applicable statutory period between Defendants/Third Party Plaintiffs and Defendant Freddy Martinez d/b/a Martinez Industrial.

ANSWER: See attached.

REQUEST NO. 20: Please produce any and all agreement by, between, or among Defendants and Kellogg Company, Riviana Foods, PepsiCo International, Hershey Foods, and ConAgra Foods or any of their subsidiaries for services provided during the applicable statutory period.

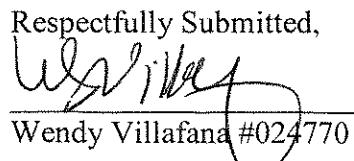
ANSWER: Defendant, Freddy Martinez did not have any agreements with these companies.

REQUEST NO. 21: Please produce all documents related to any investigation(s) or inquiry(ies) conducted by the U.S. Department of Labor, Wage and Hour Division, into violations of the Fair Labor Standards Act.

ANSWER: To Defendant's knowledge there has not been an investigation conducted by the U.S. Department of Labor.

REQUEST NO. 22: Please produce Defendants' privilege log.

ANSWER: As of yet, Defendant has no documents for which he is claiming attorney-client privilege.

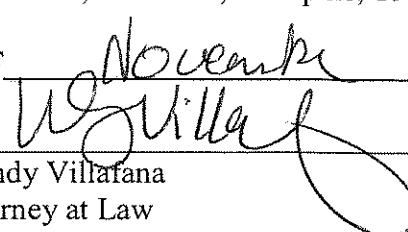
Respectfully Submitted,

Wendy Villafana #024770

5119 Summer Ave Ste 102
Memphis, TN 38122

CERTIFICATE OF SERVICE

The undersigned hereby certified that a copy of the foregoing Defendant's Answers to Request for production of documents was served on Bryce W. Ashby, Esq 1545 Union Ave, Memphis, TN 38104 and Gary E. Veazey, 780 Ridge Lake Blvd, Suite 202, Memphis, TN 38120.

THIS 11 DAY OF November, 2014.


Wendy Villafana
Attorney at Law
5119 Summer Ave Suite 102
Memphis, TN 38122
(901)761-9280

VERIFICATION

I, Freddy Martinez, as Defendant and on behalf of Martinez Industrial, in the captioned action, being duly sworn, affirm that the information set forth above is true, accurate and complete to the best of my knowledge, information and belief. I understand that my signature below is subject to penalties of perjury.

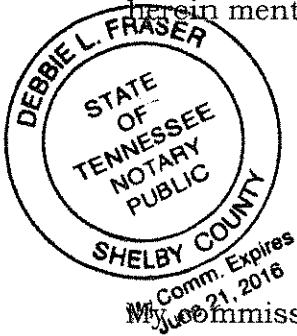
Freddy Martinez

Freddy Martinez

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 10th day of Nov, 2014, before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared Freddy Martinez, individually and as representative of Martinez Industrial, to me known to be in the person described in and who executed the foregoing instrument on the day and year herein mentioned as his free act and deed and for the purposes herein contained.



Debbie L. Fraser

Notary Public

10/21/14

My commission expires:

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into the 2 day of November, 2010, by and between Fayette Janitorial Service, LLC, a Tennessee limited liability company (hereinafter "Fayette"), and Freddy Martinez (hereinafter "Independent Contractor").

RECITALS

WHEREAS, Fayette is engaged in the business of providing janitorial service, specialized cleaning service, and other services to its clients throughout the country; and

WHEREAS, Independent Contractor represents its business is a fully operating and licensed independently established business, knowledgeable of the type of services Fayette requires for the services necessary to Fayette's client base; and

WHEREAS, the parties intend to enter into an Independent Contractor Agreement, wherein the Independent Contractor or its employees, agents, suppliers, and contractors shall not be deemed servants, employees or agents of Fayette.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good, valuable and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, and the parties agree as follows:

1. Description of the Work. Independent Contractor shall perform the cleaning and janitorial services for outside third parties, which are customers of Fayette, and have their own independent facilities which are in need of the services described herein. Fayette agrees that in accordance with the specifications set forth in the job assignment (Job Order), on the form shown and attached as Exhibit A and incorporated herein by reference.

2. Representations of Independent Contractor. Independent Contractor hereby represents that it will perform each job offered by Fayette, and accepted by Independent Contractor, and will perform in a professional and expeditious manner. Such jobs will be performed pursuant to the specifications attached as Exhibit A within the time frame as required by the customer of Fayette.

3. Tools or Equipment for Work. Independent Contractor agrees to supply all tools, equipment and other items necessary to perform each job accepted by the Independent Contractor according to the terms and conditions as required by Fayette's customer. Independent Contractor covenants that it assumes all responsibilities for the condition of its tools and equipment, and that such tools and equipment shall be in good working order to fulfill the obligations contained herein.

4. Compensation to Independent Contractor. Independent Contractor shall be compensated by Fayette pursuant to Exhibit B attached herein and incorporated by reference.

5. Relationship of the Parties. Fayette and Independent Contractor hereto intend that at all times in the performance of the work done pursuant to this Agreement, Independent Contractor shall not be deemed an employee of Fayette. Fayette is interested only in the results to be achieved, and the conduct and control of the work to be performed will lie solely with the Independent Contractor, and pursuant to the job specifications as required by Fayette's customer attached as Exhibit A and incorporated herein by reference. Independent Contractor recognizes the tax consequences of such independent contractor status created herein and as such recognizes and agrees that all payments made to the Independent Contractor will be gross payments reported on IRS Form 1099 (independent contractor form) and that no income taxes, Social Security or any other type of taxes shall be withheld. Independent Contractor understands that it will be responsible for paying the above style taxes and fees, and agrees that should there be any claim against Fayette by any taxing authority in relation to these taxes, Independent Contractor will indemnify and hold Fayette harmless, including payment of any penalties, interest and attorney fees incurred as a result of such claim, penalty, interest, or other same or similar fees which may be imposed upon Fayette by such governmental taxing authority. Independent Contractor further understands that it is not an employee of Fayette, and accordingly will not be entitled to any benefits available to employees of Fayette, including but not limited to worker's compensation, unemployment compensation, or any other federal or state programs which would be applicable to employees without limitation.

6. Warranties of Independent Contractor. Independent Contractor warrants that it is an independently established trade, occupation or business. Independent Contractor has its own independent business license, has a separate business premise for the operation of its business, and has the appropriate liability and worker's compensation coverage as it deems appropriate for its workforce and/or employees.

7. Non-Exclusivity. The parties hereto acknowledge that Fayette and Independent Contractor have a non-exclusive relationship, that each entity is free to contract with other organizations for services to other customers as it deems fit, for its own independent business judgment as to its own operation.

8. Expenses. Independent Contractor pays its own expenses for all services, supplies, equipment, and tools of any kind required for the prompt and efficient execution of the work specified in Exhibit A, and the compensation identified in Exhibit B shall be the only compensation that Independent Contractor shall be entitled for the job description provided.

9. Liability. The work to be performed under this Agreement will be performed entirely at Independent Contractor's risk, and Independent Contractor assumes

all responsibility for the transportation to and from the job site, and of all items necessary to fulfill the contractual obligation herein identified.

10. Indemnity. Independent Contractor agrees to indemnify Fayette for any and all liability, loss, or damages arising in any way out of the performance of this Agreement. Such indemnification shall be inclusive of any and all damages which Fayette may suffer, including but not limited to, attorney fees, cost of defense on any cause or action brought against Fayette arising from Independent Contractor, or its agents, servants, or employee's actions incurred during the performance of this Agreement.

11. Insurance. Independent Contractor agrees to provide evidence of general liability, automobile and worker's compensation insurance, in the name of Independent Contractor, naming Fayette as an additional insured, and as such insurance is in full force and effect.

12. Termination. Either party may terminate this Agreement by giving the other party no less than five (5) days written notice of such termination. Notice of such termination shall be given by certified mail addressed to the addressee at their last known address. Upon termination, Fayette shall determine whether in fact the contract described herein has successfully been completed, and if not completed under the terms and conditions hereto, seek appropriate coverage for other independent contractors, agents, servants, or employees of Fayette and deducting any amounts due thereon from Independent Contractor's claimed compensation.

13. Non-Competition. After such termination, Independent Contractor agrees not to accept employment with customers of Fayette which Independent Contractor has previously been contracted by Fayette for such services for a minimum of 365 days after such termination with Fayette.

In addition to all other remedies available to Fayette for breach of this Agreement, Independent Contractor agrees to extraordinary remedy of injunctive relief to prevent violation of this Agreement.

14. Confidentiality. The parties hereto agree to acknowledge that confidential and proprietary information may be shared by Fayette with Independent Contractor in the performance of its duties. Without limitation, but including names, services and fees paid shall be confidential information of Fayette, and Independent Contractor agrees to retain such information as confidential and not disseminate such information to any third party not a member to this Agreement.

15. Assignment. Independent Contractor shall not assign this Agreement to any third party without the expressed written consent of Fayette.

16. Severability. Should the subject of or any part or provision of this Agreement or any document required herein to be executed be declared invalid or

unenforceable, all remaining parts, terms, and provisions hereof, shall remain in full force and shall in no way be invalidated, impaired or affected thereby.

17. Subject Headings. The subject headings of the articles, paragraphs and sub-paragraphs of this Agreement are included solely for the purpose of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction or interpretation of any provisions of this Agreement.

18. Other Agreements. This is the only and complete Agreement between the parties relating to all or any part of the subject matter covered by this Agreement. There are no other agreement, arrangement, or participation between the parties, nor do the parties stand in any relationship to each other which is not created by this Agreement, whereby the terms and conditions of this Agreement are avoided or evaded, directly or indirectly, such as, by way of example but not limitation, contracts, arrangements, relationships or participation relating to publicity services, business management, personal management, or instruction.

19. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provisions or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee. The parties agree that the state courts for Fayette County will be the exclusive venue for such actions arising out of or related to this Agreement, and such party agrees to the personal jurisdiction of such state courts.

20. Attorney Fees. In the event of any controversy, claim or dispute between Fayette and Independent Contractor affecting or relating to the transaction contemplated by or the performance of the rights and obligations under this Agreement, Fayette shall be entitled to recover attorney fees and other reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs, interest and other costs of enforcement.

21. Subsequent Transactions. The parties hereto acknowledge that Fayette and the Independent Contractor may enter into one or more subsequent transactions. The parties agree that the base contractual provisions contained herein shall control further and subsequent business relationships.

(Signatures on following page.)

FAYETTE JANITORIAL SERVICE, LLC

Michelle Bue

BY:

ITS:

INDEPENDENT CONTRACTOR

Freddy Martinez..

BY:

ITS:

Hannibal Johnson

2011.

January 01-03-11 16 files Kellogg Memphis 143

February 02-03-11 16 files Kellogg Memphis 144

March OFF

April OFF

May 05-31-11 → 16 HRs Kellogg Memphis 144

June OFF

July 02-03-11 16 files Kellogg Memphis 144

07-08-11 12 files Kosciusko 108

August - OFF

September 10-18-11 12 files Rossville 106

October - OFF

November 31-20-11 16 files Kellogg Memphis 144

December - OFF

2012

Henriques Remipes

Enero OFF
Febrero OFF
Marzo OFF

03-19-12

16 HRS Kellogg Memphis

April OFF

Mayo

05-15-12 = 8 HRS - Corlo pasto Riviana = 72

Julio OFF

Junio OFF

07-02-12 = 8 HRS - Corlo pasto Riviana 72

Agosto 08 21-12 12 HRS

08 22-12 12 HRS

Septiembre 17-17

Octubre 10-18-12 = 10 HRS Louisville - Kellogg

10-19-12 = 9 HRS 90 + 81

13-20-12 = 9 HRS 72

Noviembre OFF

Diciembre Kellogg Mar 12-22-12 16 HRS = 144

Total 891

• Hernández Ramón.

2013

Enero

febrero 02-04-13

16 HRS Kellogg Hopkins

144

Märzo

Abri

Mayo 05-01-13 Cut grass Riviana.

9 Hrs

05-02-13

8 HRS

81

72

JUNIO 06-15-13 Cut grass Kellogg H-

10 Hrs

06-16-13

8 HRS

90

72

JULIO 07-01-13 Cut grass Riviana.

10 Hrs

07-02-13

8 Hrs

90

72

Agosto OFF

Septiembre OFF

Octubre OFF

Noviembre OFF

Diciembre OFF

Total 562

Hemline Flanerie

204

Mario 01-08-14

Kellogg Honey 12 HRS 108
01-19-14

Horchers 12 HRS

108

01-22-14

Kellogg Honey 12 HRS

108

Sherie 02-11-14

Kellogg Honey 12 HRS 108
02-21-14

108

Kellogg Honey 12 HRS

108

Mario Unilever

02-03-14 6 HRS

72

03-04-14 3 HRS

36

03-06-14 9 HRS

72

03-06-14 9 HRS

72

03-21-14 6 HRS

72

RECEIPT		DATE <u>07-03-11</u>	No. <u>331436</u>
RECEIVED FROM <u>Industrial Martinez.</u>		\$ <u>1444.</u>	
<u>Ciento cuarenta y cuatro.</u>		DOLLARS	
<input type="checkbox"/> FOR RENT <input type="checkbox"/> FOR <u>Henrique Ramirez & B. Kellogg Memphis</u>		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
ACCOUNT		FROM	TO
PAYMENT		BY <u>Freddy Martinez.</u>	
BAL. DUE			

RECEIPT		DATE <u>07-03-11</u>	No. <u>331436</u>
RECEIVED FROM <u>Industrial Martinez.</u>		\$ <u>108</u>	
<u>Cien ocho.</u>		DOLLARS	
<input type="checkbox"/> FOR RENT <input type="checkbox"/> FOR <u>Henrique Ramirez 12 Hrs Rossville.</u>		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
ACCOUNT		FROM	TO
PAYMENT		BY <u>Freddy Martinez.</u>	
BAL. DUE			

RECEIPT		DATE <u>10-18-11</u>	No. <u>331445</u>
RECEIVED FROM <u>Industrial Martinez.</u>		\$ <u>108</u>	
<u>Cien ocho.</u>		DOLLARS	
<input type="checkbox"/> FOR RENT <input type="checkbox"/> FOR <u>Henrique Ramirez 12 Hrs Rossville.</u>		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
ACCOUNT		FROM	TO
PAYMENT		BY <u>Freddy Martinez.</u>	
BAL. DUE			

RECEIPTDATE 01-19-14No. 328371RECEIVED FROM Industrial Martinez\$ 105.Siento echo.

DOLLARS

 FOR RENT FOR Herrinque Ramírez 12 Hrs. Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 11-20-14No. 328423RECEIVED FROM Industrial Martinez\$ 144Cien Cuarenta y Cuatro.

DOLLARS

 FOR RENT FOR Herrinque Ramírez 16 Hrs. Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 02-11-14No. 328424RECEIVED FROM Industrial Martinez\$ 108Siento echo.

DOLLARS

 FOR RENT FOR Herrinque Ramírez 12 Hrs. Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 03-19-12No. 331462RECEIVED FROM Industrial Martinez.\$ 144.Ciento Cuarenta y cuatro

DOLLARS

 FOR RENT FOR Henrique Ramirez 16 His. Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 02 - 21 - 14No. 331477RECEIVED FROM Industrial Martinez.\$ 108Siclo ocho

DOLLARS

 FOR RENT FOR Henrique Ramirez 17 His. Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 05 - 15 - 12No. 331472RECEIVED FROM Industrial Martinez.\$ 76.Selento y DOS

DOLLARS

 FOR RENT FOR Henrique Ramirez 8 His. Cut grass Riviera

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 05-31-11No. 325012RECEIVED FROM Industrial Martinez\$ 144-Ciento cuarenta y cuatro.

DOLLARS

 FOR RENT FOR Henrique Ramírez 16 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 01-03-11No. 325013RECEIVED FROM Industrial Martinez\$ 144-

DOLLARS

 FOR RENT FOR 16 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 02-04-13No. 325014RECEIVED FROM Industrial Martinez\$ 144-Ciento cuarenta y cuatro.

DOLLARS

 FOR RENT FOR Henrique Ramírez 16 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 12-22-12No. 33501

RECEIVED FROM

Industrial Martinez\$ 144.00Ciento cuarenta y cuatro.

DOLLARS

 FOR RENT FOR Hernandez Ramires 16 His. Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 09-22-12No. 33241

RECEIVED FROM

Industrial Martinez\$ 108.Cien ocho

DOLLARS

 FOR RENT FOR Hernandez Ramires 12 His. Cutgrass Riviana.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 09-22-12No. 33240

RECEIVED FRO

Industrial Martinez\$ 108.Seiscientos ocho.

DOLLARS

 FOR RENT FOR Hernandez Ramires 12 His. Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 01-04-14No. 331401RECEIVED FROM Industrial Martine\$ 108.Siente ocho.

DOLLARS

 FOR RENT FOR Herriges Remise 12 hrs. Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 05-01-13No. 331401RECEIVED FROM Industrial Martine\$ 80Ochenta y uno

DOLLARS

 FOR RENT FOR Herriges Remise 9 hrs. Cut grass Rovance.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 1/3/11No. 331401RECEIVED FROM Industrial Martine\$ 114One hundred and fourteen

DOLLARS

 FOR RENT FOR Herriges Remise 17 hrs. Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 06-15-13No. 325647RECEIVED FROM Industrial Martine\$ 8.

Office rent DOLLARS

FOR RENT
 FOR Hendriks Farms 10-Bis-cut grass Kellogg HI

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____
BY Fredy Martinez

RECEIPTDATE 07-01-13No. 325647RECEIVED FROM Industrial Martine\$ 90.

Office rent DOLLARS

FOR RENT
 FOR Hendriks Farms 10-Bis-cut grass Riviana

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____
BY Fredy Martinez

RECEIPTDATE 05-02-13No. 325648RECEIVED FROM Industrial Martine\$ 72

Office rent DOLLARS

FOR RENT
 FOR Hendriks Farms 8-Bis-cut grass Riviana

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____
BY Fredy Martinez

RECEIPTDATE 06-16-13No. 333642RECEIVED FROM Industrial Machines\$ 72.Seventy two. FOR RENT FOR Henrique Ramiro 8 Hrs. cut grass Kellogg, 11

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 07-02-13No. 333643RECEIVED FROM Industrial Machines\$ 72Seventy two. FOR RENT FOR Henrique Ramiro 8 Hrs. cut grass Rowena

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY _____

RECEIPTDATE 02-01-11No. 333641RECEIVED FROM Industrial Martinez\$ 144.Ciento Cuarenta y cuatro Dollar

DOLLARS

 FOR RENT FOR Henrique Ramiro 16 HRS Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPTDATE 10-19-12No. 331433RECEIVED FROM Industrial Martinez\$ 81.Ochenta y uno

DOLLARS

 FOR RENT FOR Henriques Ramiro & His Louisville

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 10-20-12No. 331434RECEIVED FROM Industrial Martinez\$ 72.Setenta y dos

DOLLARS

 FOR RENT FOR Henriques Ramiro & His Louisville

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez**RECEIPT**DATE 10-18-12No. 331435RECEIVED FROM Industrial Martinez\$ 90.Noventa

DOLLARS

 FOR RENT FOR Henriques Ramiro & His Louisville

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Freddy Martinez

RECEIPT	DATE <u>03 - 26 - 14</u>	No.												
RECEIVED FROM <u>Industrial Pictures</u>	\$ <u>72.00</u>	DOLLARS												
<i>Scion for 4 days</i>														
<input type="radio"/> FOR RENT <input type="radio"/> FOR PAYMENT <input type="radio"/> FOR BAL. DUE														
<table border="1"> <tr> <td>ACCOUNT</td> <td><input checked="" type="radio"/> CASH</td> <td>FROM</td> <td>TO</td> </tr> <tr> <td>PAYMENT</td> <td><input type="radio"/> CHECK</td> <td>MONEY ORDER</td> <td></td> </tr> <tr> <td>BAL. DUE</td> <td><input type="radio"/> CREDIT CARD</td> <td>CREDIT CARD</td> <td></td> </tr> </table>			ACCOUNT	<input checked="" type="radio"/> CASH	FROM	TO	PAYMENT	<input type="radio"/> CHECK	MONEY ORDER		BAL. DUE	<input type="radio"/> CREDIT CARD	CREDIT CARD	
ACCOUNT	<input checked="" type="radio"/> CASH	FROM	TO											
PAYMENT	<input type="radio"/> CHECK	MONEY ORDER												
BAL. DUE	<input type="radio"/> CREDIT CARD	CREDIT CARD												

RECEIPT	DATE <u>03 - 26 - 14</u>	No.												
RECEIVED FROM <u>Industrial Pictures</u>	\$ <u>72.00</u>	DOLLARS												
<i>Scion for 4 days</i>														
<input type="radio"/> FOR RENT <input type="radio"/> FOR PAYMENT <input type="radio"/> FOR BAL. DUE														
<table border="1"> <tr> <td>ACCOUNT</td> <td><input checked="" type="radio"/> CASH</td> <td>FROM</td> <td>TO</td> </tr> <tr> <td>PAYMENT</td> <td><input type="radio"/> CHECK</td> <td>MONEY ORDER</td> <td></td> </tr> <tr> <td>BAL. DUE</td> <td><input type="radio"/> CREDIT CARD</td> <td>CREDIT CARD</td> <td></td> </tr> </table>			ACCOUNT	<input checked="" type="radio"/> CASH	FROM	TO	PAYMENT	<input type="radio"/> CHECK	MONEY ORDER		BAL. DUE	<input type="radio"/> CREDIT CARD	CREDIT CARD	
ACCOUNT	<input checked="" type="radio"/> CASH	FROM	TO											
PAYMENT	<input type="radio"/> CHECK	MONEY ORDER												
BAL. DUE	<input type="radio"/> CREDIT CARD	CREDIT CARD												

RECEIPT DATE 03-03-14 No. 363131

RECEIVED FROM Industrial Machine \$ 72

Setenta y dos - DOLLARS

FOR RENT
 FOR Herriges Tannen - His Unilever

ACCOUNT		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
PAYMENT			FROM _____ TO _____
BAL. DUE			BY <u>Freddy Martinez</u>

RECEIPT DATE 03-04-14 No. 363132

RECEIVED FROM Industrial Machine \$ 72

Setenta y dos DOLLARS

FOR RENT
 FOR Herriges Tannen - His Unilever

ACCOUNT		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
PAYMENT			FROM _____ TO _____
BAL. DUE			BY <u>Freddy Martinez</u>

RECEIPT DATE 03-05-14 No. 363133

RECEIVED FROM Industrial Machine \$ 72

Setenta y dos - DOLLARS

FOR RENT
 FOR Herriges Tannen - His Unilever

ACCOUNT		<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
PAYMENT			FROM _____ TO _____
BAL. DUE			BY <u>Freddy Martinez</u>

9595

 VOID CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents \$	OMB No. 1545-0115	2011 Form 1099-MISC	Miscellaneous Income Copy A For Internal Revenue Service Center File with Form 1096.
FREDY MARTINEZ 4083 MAMIE RD MEMPHIS, TN 38128 901-691-1224		2 Royalties \$			
		3 Other income \$			
PAYER'S federal identification number 908-98-7277	RECIPIENT'S identification number 421-37-0096	5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name HENRIQUE RAMIREZ		7 Nonemployee compensation \$ 936.00	8 Substitute payments in lieu of dividends or interest \$		
Street address (including apt. no.) 4047 SUMMER AVE. APT. # 4		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ► <input type="checkbox"/>	10 Crop insurance proceeds \$		
City, state, and ZIP code MEMPHIS, TN 38122		11	12		
Account number (see instructions)		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
<input type="checkbox"/>					
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

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9595

 VOID CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents \$	OMB No. 1545-0115 2012	Miscellaneous Income
FREDY MARTINEZ 4083 MAMIE RD MEMPHIS, TN 38128 901-691-1224		2 Royalties \$	Form 1099-MISC	
PAYER'S federal identification number 908-98-7277	RECIPIENT'S identification number 421-37-0096	3 Other income \$	4 Federal income tax withheld \$	Copy A For Internal Revenue Service Center
RECIPIENT'S name HENRIQUE RAMIREZ		5 Fishing boat proceeds \$	6 Medical and health care payments \$	File with Form 1096.
Street address (including apt. no.) 4047 SUMMER AVE. APT. # 4		7 Nonemployee compensation \$ 891.00	8 Substitute payments in lieu of dividends or interest \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.
City, state, and ZIP code MEMPHIS, TN 38122		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ► <input type="checkbox"/>	10 Crop insurance proceeds \$	
Account number (see instructions)		11 <input type="checkbox"/>	12 <input type="checkbox"/>	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$

Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

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9595

 VOID CORRECTED

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 Rents \$ 2 Royalties \$ 3 Other income \$	OMB No. 1545-0115 2013 Form 1099-MISC	Miscellaneous income Copy A For Internal Revenue Service Center File with Form 1096.
FREDY MARTINEZ 4083 MAMIE RD MEMPHIS, TN 38128 901-691-1224		4 Federal income tax withheld \$		
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds \$	6 Medical and health care payments \$	
908-98-7277	421-37-0096	7 Nonemployee compensation 621.00	8 Substitute payments in lieu of dividends or interest \$	
RECIPIENT'S name HENRIQUE RAMIREZ		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ► <input type="checkbox"/>	10 Crop insurance proceeds \$	
Street address (including apt. no.) 4047 SUMMER AVE. APT. # 4		11 Foreign tax paid \$	12 Foreign country or U.S. possession \$	
City or town, province or state, country, and ZIP or foreign postal code MEMPHIS, TN 38122		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
Account number (see instructions)	2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$ 17 State/Payer's state no. 18 State income \$

Form 1099-MISC

Cat. No. 14425J

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue Service

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Fidel Miranda

2013

\$1,728.00

Kelloggs

\$18.00 per hour

10-29-13 12 hours

10-30-13 12 hours

11-2-13 12 hours / 36 hours \$288.00

11-5-13 12 hours

11-7-13 12 hours

11-10-13 12 hours / 36 hours \$288.00

11-13-13 12 hours

11-14-13 12 hours

11-15-13 12 hours / 36 hours \$288.00

11-18-13 12 hours

11-19-13 12 hours

11-20-13 12 hours / 36 hours \$288.00

12-5-13 12 hours

12-6-13 12 hours

12-7-13 12 hours / 36 hours \$288.00

12-21-13 12 hours

12-22-13 12 hours

12-23-13 12 hours / 36 hours \$288.00

RECEIPT

DATE 10-27-13 #11-10-13

No.

RECEIVED FROM Industrial Martinez

\$ 288

Dochentos ochenta y ocho DOLLARS

OF FOR RENT

OF FOR

Fidel Miranda 36 Hrs Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY *Freddy Martinez***RECEIPT**

DATE 11-05-13 #11-10-13

No.

\$ 288

RECEIVED FROM Industrial Martinez.

Dochentos ochenta y ocho DOLLARS

OF FOR RENT

OF FOR

Fidel Miranda 36 Hrs Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY *Freddy Martinez***RECEIPT**

DATE 11-13-13 #11-15-13

No.

\$ 288.

RECEIVED FROM Industrial Martinez.

Dochentos ochenta y ocho DOLLARS

OF FOR RENT

OF FOR

Fidel Miranda 36 Hrs Kellogg Memphis.

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT CARD

FROM _____ TO _____

BY *Freddy Martinez*

RECEIPT

DATE

11-2-13 11-10-13

No.

12548

RECEIVED FROM Industrial Machine

\$ 289

 FOR RENT
 FORDollars Fidel Miranda 36 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT
 CARD

FROM _____ TO _____

BY Fidel Miranda**RECEIPT**DATE 11-3-13 11-10-13

No.

12549

RECEIVED FROM Industrial Machine

\$ 289

 FOR RENT
 FORDollars Fidel Miranda 36 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT
 CARD

FROM _____ TO _____

BY Fidel Miranda**RECEIPT**DATE 11-21-13 11-10-13

No.

12550

RECEIVED FROM Industrial Machine

\$ 289

 FOR RENT
 FORDollars Fidel Miranda 36 Hrs Kellogg Memphis

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
 CHECK
 MONEY
 ORDER
 CREDIT
 CARD

FROM _____ TO _____

BY Fidel Miranda

VOID CORRECTED

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 Rents \$ 2 Royalties \$ 3 Other income \$	OMB No. 1545-0115 2013 Form 1099-MISC	Miscellaneous Income
PAYER'S federal identification number 908-98-7277	RECIPIENT'S identification number 594-78-2572	5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy 1 For State Tax Department
RECIPIENT'S name FIDEL MIRANDA Street address (including apt. no.) 1135 JAMERSON RD City or town, province or state, country, and ZIP or foreign postal code MEMPHIS, TN 38122		7 Nonemployee compensation \$ 1,728.00	8 Substitute payments in lieu of dividends or interest \$	
Account number (see instructions)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ► <input type="checkbox"/> \$	10 Crop insurance proceeds \$	
15a Section 409A deferrals \$	15b Section 409A income \$	11 Foreign tax paid \$	12 Foreign country or U.S. possession \$	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
16 State tax withheld \$		17 State/Payer's state no. \$		18 State income \$

Form 1099-MISC

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue Service

CORRECTED (if checked)

PAYER's name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 Name Payette Janitorial Service, LLC	2 Date 2013	OMB No. 1225-0316
7120 Hwy 76 PO Box 866 Somerville, TN 38068 (901) 463-1529		3 Other income \$0	4 Federal income tax withheld \$0	Miscellaneous Income Copy B For Recipient
PAYER's federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds \$0	6 Medical and health care payments \$0	
13-4321494	***-**-6247	7 Home office compensation \$5 458177.27	8 Subsidized payments in lieu of dividends or interest \$0	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT's name, street address, city or town, province or state, country, and ZIP or foreign postal code Freddy Martinez Martinez Industrial 4083 Mainie Rd Memphis, TN 38128		9 Page made direct sales of \$5,000 or more of consumer products to a buyer (resale) for resale \$0	10 Crop insurance proceeds \$0	
Account number (see instructions) 15a Section 403A deferrals		11 Foreign tax paid \$0	12 Foreign country or U.S. possession \$0	
15b Section 403A income \$0		13 Excess golden parachute payments \$0	14 Gross proceeds paid to an attorney \$0	
		15 State tax withheld \$0	16 State/Payer's state no. 43	16 State income \$0

Form 1099-MISC

(keep for your records)

www.irs.gov/Form1099-MISC

Department of the Treasury - Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return		(99) 2013	OMB No. 1545-0074	IRS Use Only-Do not write or staple in this space.	
For the year Jan. 1-Dec. 31, 2013, or other tax year beginning		, 2013, ending		, 20	
Your first name and initial FREDDY		Last name MARTINEZ		Your social security number 908-98-7277	
If a joint return, spouse's first name and initial		Last name		Spouse's social security number	
Home address (number and street). 4083 MAMIE RD				Apt. no.	
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Memphis TN 38128				Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.	
Foreign country name		Foreign province/state/county		Foreign postal code	
Filing Status	1 <input type="checkbox"/> Single	4 <input checked="" type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here.			
	2 <input type="checkbox"/> Married filing jointly (even if only one had income)				
	3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here. ►				
Exemptions	5 <input type="checkbox"/> Qualifying widow(er) with dependent child	} Boxes checked on 6a and 6b No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above Add numbers on lines above ► 5			
c Dependents:					
(1) First name HAYDEE S		(2) Dependent's social security number 908-98-7298		(3) Dependent's relationship to you Other	
LUIS		MARTINEZ AGUILAR		Son	
SKARLETH S		MARTINEZ AGUILAR		Daughter	
FREDY E		MARTINEZ AGUILAR		Son	
Income	d Total number of exemptions claimed				7
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions.	7				
	8a				
	9a				
	10				
	11				
	12	15,824			
	13				
	14				
	15b				
	16b				
Adjusted Gross Income	b Taxable amount				15,824
23					
24					
25					
26					
27	1,118				
28					
29					
30					
31a					
32					
33					
34					
35					
36					1,118
37					14,706

Form 1040 (2013) FREDY MARTINEZ

Tax and Credits	38 Amount from line 37 (adjusted gross income)	38	14,706
Standard Deduction for -	39a Check <input type="checkbox"/> You were born before January 2, 1949, <input type="checkbox"/> Blind. } Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1949, <input type="checkbox"/> Blind. checked ► 39a		
• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.	b If your spouse itemizes on a separate return or you were a dual-status alien, check here . . . ► 39b		
• All others:	40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	8,950
Single or Married filing separately, \$6,100	41 Subtract line 40 from line 38	41	5,756
Married filing jointly or Qualifying widow(er), \$12,200	42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 8d. Otherwise, see instructions	42	19,500
Head of household, \$8,950	43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
	44 Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	0
	45 Alternative minimum tax (see instructions). Attach Form 6251	45	
	46 Add lines 44 and 45	46	
	47 Foreign tax credit. Attach Form 1116 if required	47	
	48 Credit for child and dependent care expenses. Attach Form 2441	48	
	49 Education credits from Form 8863, line 19	49	
	50 Retirement savings contributions credit. Attach Form 8880	50	
	51 Child tax credit. Attach Schedule 8812, if required	51	
	52 Residential energy credits. Attach Form 5695	52	
	53 Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	53	
	54 Add lines 47 through 53. These are your total credits	54	
	55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ►	55	0
Other Taxes	56 Self-employment tax. Attach Schedule SE	56	2,236
	57 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	57	
	58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a Household employment taxes from Schedule H	59a	
	b First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60 Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s)	60	
	61 Add lines 55 through 60. This is your total tax ►	61	2,236
Payments	62 Federal income tax withheld from Forms W-2 and 1099	62	
If you have a qualifying child, attach Schedule EIC.	63 2013 estimated tax payments and amount applied from 2012 return	63	
	64a Earned Income credit (EIC)	64a	
	b Nontaxable combat pay election	64b	
	65 Additional child tax credit. Attach Schedule 8812	65	1,756
	66 American opportunity credit from Form 8863, line 8	66	
	67 Reserved	67	
	68 Amount paid with request for extension to file	68	
	69 Excess social security and tier 1 RRTA tax withheld	69	
	70 Credit for federal tax on fuels. Attach Form 4136	70	
	71 Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	71	
	72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments ►	72	1,756
Refund	73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	
	74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ► <input type="checkbox"/>	74a	
Direct deposit? See instructions.	► b Routing number		
	► d Account number		
	75 Amount of line 73 you want applied to your 2014 estimated tax ►	75	
Amount You Owe	76 Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ►	76	480
	77 Estimated tax penalty (see instructions)	77	
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see instructions)? <input type="checkbox"/> Yes. Complete below. <input checked="" type="checkbox"/> No		
	Designee's name ►	Phone no. ►	Personal identification number (PIN) ►
Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Joint return? See instructions. Keep a copy for your records.	Your signature	Date 05/09/2014	Your occupation MAINTENANCE
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
	Preparer's signature MARIA DAVIS	Date 05/09/2014	Check <input type="checkbox"/> if self-employed PTIN P01044927
Paid Preparer Use Only	Firm's name MAXI-TAX	Firm's EIN ►	46-1495015
	Firm's address 4089 SUMMER AVE Memphis, TN 38122	Phone no. 901-672-5552	

**SCHEDULE C
(Form 1040)****Profit or Loss From Business**

OMB No. 1545-0074

2013Attachment Sequence No. **09**Department of the Treasury
Internal Revenue Service (99)

(Sole Proprietorship)

► For information on Schedule C and its instructions, go to www.irs.gov/schedulec.

► Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

FREDY MARTINEZ

Social security number (SSN)

908-98-7277**A Principal business or profession, including product or service (see instructions)****HOUSEKEEPING**

B Enter code from instructions

811490**C Business name. If no separate business name, leave blank.****FAYETE JANITORIAL SERVICE**

D Employer ID number (EIN), (see instr.)

13-4321494**E Business address (including suite or room no.) ► P O BOX 866**City, town or post office, state, and ZIP code **Somerville TN 38068****F Accounting method:** (1) Cash (2) Accrual (3) Other (specify) ►**G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses** Yes No**H If you started or acquired this business during 2013, check here** Yes No**I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions)** Yes No**J If "Yes," did you or will you file required Forms 1099?** Yes No**Part I Income**1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ► **1 458,177**

2 Returns and allowances

2 0

3 Subtract line 2 from line 1

3 458,177

4 Cost of goods sold (from line 42)

4

5 Gross profit. Subtract line 4 from line 3

5 458,177

6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)

6

7 Gross income. Add lines 5 and 6

7 458,177**Part II Expenses**

Enter expenses for business use of your home only on line 30.

8 Advertising	8	185	18 Office expense (see instructions)	18
9 Car and truck expenses (see instructions)	9	25,432	19 Pension and profit-sharing plans	19
10 Commissions and fees	10		20 Rent or lease (see instructions):	
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a
12 Depletion	12		b Other business property	20b
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21 1,125
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22 4,289
15 Insurance (other than health)	15	12,745	23 Taxes and licenses	23 120
16 Interest:			24 Travel, meals, and entertainment:	
a Mortgage (paid to banks, etc.)	16a		a Travel	24a
b Other	16b		b Deductible meals and entertainment (see instructions)	24b 163
17 Legal and professional services	17	350	25 Utilities	25
28 Total expenses before expenses for business use of home. Add lines 8 through 27a			26 Wages (less employment credits)	26 382,984
29 Tentative profit or (loss). Subtract line 28 from line 7			27 a Other expenses (from line 48)	27a 14,960
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).			b Reserved for future use	27b

Simplified method filers only: enter the total square footage of: (a) your home:

and (b) the part of your home used for business: _____ Use the Simplified

Method Worksheet in the instructions to figure the amount to enter on line 30

31 Net profit or (loss). Subtract line 30 from line 29.

- If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.
- If a loss, you must go to line 32.

► **31 15,824**

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

- If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.
- If you checked 32b, you must attach Form 6198. Your loss may be limited.

► **32a** All investment is at risk.
32b Some investment is not at risk.

Name(s)

FREDY MARTINEZ

SSN

908-98-7277

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory: a <input type="checkbox"/> Cost b <input type="checkbox"/> Lower of cost or market c <input type="checkbox"/> Other (attach explanation)	
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation	Yes <input type="checkbox"/> No <input type="checkbox"/>
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43	When did you place your vehicle in service for business purposes? (month, day, year)	► Statement #1	
44	Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:		
a	Business	b Commuting (see instructions)	c Other
45	Was your vehicle available for personal use during off-duty hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
46	Do you (or your spouse) have another vehicle available for personal use?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
47 a	Do you have evidence to support your deduction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b	If "Yes," is the evidence written?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

CELLULAR WORK	2,040
SMALL TOOLS	1,250
INTERNET	720
3 CUTTING MACHINE YARDS	10,450
2 BLOWER	500
48 Total other expenses. Enter here and on line 27a	48 14,960

**SCHEDULE SE
(Form 1040)**Department of the Treasury
Internal Revenue Service (99)**Self-Employment Tax**

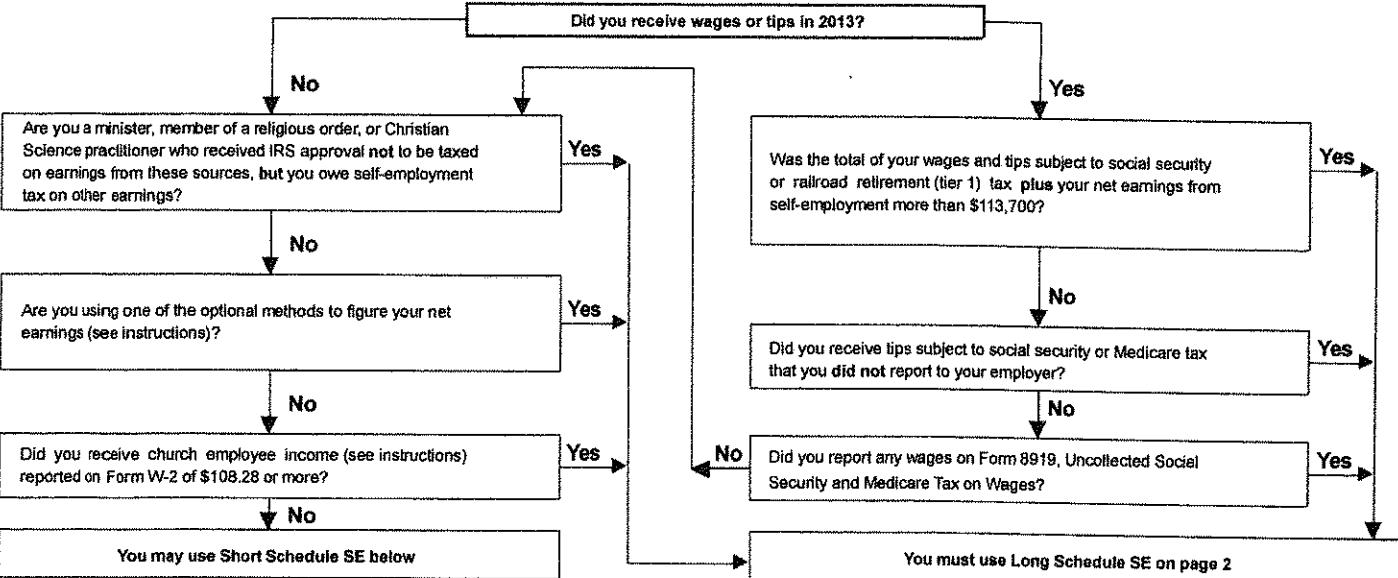
OMB No. 1545-0074

2013Attachment
Sequence No. **17**Name of person with self-employment income (as shown on Form 1040)
FREDY MARTINEZSocial security number of person
with self-employment income ►**908-98-7277**

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.

**Section A - Short Schedule SE. Caution.** Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b ()
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2 15,824
3	Combine lines 1a, 1b, and 2	3 15,824
4	Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4 14,613
5	Self-employment tax. If the amount on line 4 is:	
	• \$113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54	
	• More than \$113,700, multiply line 4 by 2.9% (.029). Then, add \$14,098.80 to the result.	
	Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5 2,236
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6 1,118

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2013

EEA

**SCHEDULE 8812
(Form 1040A
or 1040)**Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

FREDDY MARTINEZ

Child Tax Credit

OMB No. 1545-0074

2013Attachment
Sequence No. **47**

- Attach to Form 1040, Form 1040A, or Form 1040NR.
 ► Information about Schedule 8812 and its separate instructions is at
www.irs.gov/schedule8812.

Your social security number
908-98-7277**Part I Filers Who Have Certain Child Dependent(s) with an ITIN (Individual Taxpayer Identification Number)**

! Complete this part only for each dependent who has an ITIN and for whom you are claiming the child tax credit.

CAUTION If your dependent does not qualify for the credit, you cannot include that dependent in the calculation of this credit.

Answer the following questions for each dependent listed on Form 1040, line 6c; Form 1040A, line 6c; or Form 1040NR, line 7c, who has an ITIN (Individual Taxpayer Identification Number) and that you indicated qualified for the child tax credit by checking column (4) for that dependent.

- A For the first dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

Yes No

- B For the second dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

Yes No

- C For the third dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

Yes No

- D For the fourth dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

Yes No

Note: If you have more than four dependents identified with an ITIN and listed as a qualifying child for the child tax credit, see the instructions and check here ►

Part II Additional Child Tax Credit Filers

- 1 1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the Instructions for Form 1040, line 51).

- 1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the Instructions for Form 1040A, line 33).

- 1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the Instructions for Form 1040NR, line 48).

If you used Pub. 972, enter the amount from line 8 of the Child Tax Credit Worksheet in the publication.

- 2 Enter the amount from Form 1040, line 51; Form 1040A, line 33; or Form 1040NR, line 48

- 3 Subtract line 2 from line 1. If zero, stop; you cannot take this credit

- 4 a Earned income (see separate instructions)

- b Nontaxable combat pay (see separate instructions)

- 5 Is the amount on line 4a more than \$3,000?

No. Leave line 5 blank and enter -0- on line 6.

Yes. Subtract \$3,000 from the amount on line 4a. Enter the result . . .

- 6 Multiply the amount on line 5 by 15% (.15) and enter the result

Next. Do you have three or more qualifying children?

No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part III and enter the smaller of line 3 or line 6 on line 13.

Yes. If line 6 is equal to or more than line 3, skip Part III and enter the amount from line 3 on line 13. Otherwise, go to line 7.

1	2,000
2	
3	2,000
4a	14,706
4b	
5	11,706
6	1,756

Part III Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security, Medicare, and Additional Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If your employer withheld or you paid Additional Medicare Tax or tier 1 RRTA taxes, see separate instructions	7	
8	1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60. 1040A filers: Enter -0-. 1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.	8	
9	Add lines 7 and 8	9	
10	1040 filers: Enter the total of the amounts from Form 1040, lines 64a and 69. 1040A filers: Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 41 (see separate instructions). 1040NR filers: Enter the amount from Form 1040NR, line 65.	10	
11	Subtract line 10 from line 9. If zero or less, enter -0-	11	
12	Enter the larger of line 6 or line 11 Next, enter the smaller of line 3 or line 12 on line 13.	12	

Part IV Additional Child Tax Credit

13	This is your additional child tax credit	13	1,756
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Enter this amount on
Form 1040, line 65,
Form 1040A, line 39, or
Form 1040NR, line 63.

Federal Supporting Statements**2013 PG01**

Name(s) as shown on return

FREDY MARTINEZ

Your Social Security Number

908-98-7277

SCHEDULE C - LINE 43 - VEHICLE INFO

Statement #1

SERVICE DATE	BUSINESS MILES	COMMUTE MILES	OTHER MILES	PERSONAL USE	ANOTHER VEHICLE	HAVE EVIDENCE	IS IT WRITTEN
2013-01-05	12136	10428	0	YES	YES	YES	YES
2013-01-25	14136	0	0	YES	YES	YES	YES
2013-01-05	18739	0	0	YES	YES	YES	YES

Auto Expense Worksheet**2013**

Name(s) as shown on return

FREDY MARTINEZ

Your social security number

908-98-7277

Profession/Business

HOUSEKEEPING**\FAYETE JANITORIAL SERVICE**Description **FORD 350**Date placed in service **2013-01-25**

Number of miles your vehicle was used for:

Total Business miles driven during the year	14,136
Total Commuting miles driven during the year	
Total Other miles driven during the year	
Total Miles driven during the year	14,136
Business Use percentage	100.00

Expenses:

	Total	Business Percentage
Section 179	 	
Bonus Depreciation	 	
Depreciation	 	
Garage Rent	 	
Gas	3,298	100.00
Insurance	1,008	100.00
Licenses	 	
Oil	 	
Parking Fees	 	
Rental Fees	 	
Interest	 	
Personal Property Tax	 	
Repairs	 	
Tires	 	
Tolls	 	
Other Expenses:	 	
	 	
	 	
	 	
Total Expenses	 	4,306

Standard Mileage Rate Calculation

Business miles	14,136	X .565	7,987	7,987
Parking fees	 	 	 	 	
Tolls	 	 	 	 	
Interest	 	 	 	 	
Personal Property Tax	 	 	 	 	
Total Standard Mile Rate deduction	 	 	 	 	7,987

How it is reported:

Depreciation deduction	
Auto Expense	
Personal Property Taxes, Schedule A, Line 7	

Auto Expense Worksheet**2013**

Name(s) as shown on return

FREDY MARTINEZ

Your social security number

908-98-7277

Profession/Business

HOUSEKEEPING

\FAYETE JANITORIAL SERVICE

Description FORD 1998

Date placed in service 2013-01-05

Number of miles your vehicle was used for:

Total Business miles driven during the year	18,739
Total Commuting miles driven during the year	_____
Total Other miles driven during the year	_____
Total Miles driven during the year	<u>18,739</u>
Business Use percentage	<u>100.00</u>

Expenses:

	Total	Business Percentage
Section 179	_____	_____
Bonus Depreciation	_____	_____
Depreciation	_____	_____
Garage Rent	_____	_____
Gas	5,045	100.00
Insurance	_____	5,045
Licenses	_____	_____
Oil	_____	_____
Parking Fees	_____	_____
Rental Fees	_____	_____
Interest	_____	_____
Personal Property Tax	_____	_____
Repairs	_____	_____
Tires	_____	_____
Tolls	_____	_____
Other Expenses:	_____	_____
	_____	_____
	_____	_____
	_____	_____
Total Expenses	5,045	_____

Standard Mileage Rate Calculation

Business miles	18,739	X .565	10,588	10,588
Parking fees	_____	_____	_____	_____	_____
Tolls	_____	_____	_____	_____	_____
Interest	_____	_____	_____	_____	_____
Personal Property Tax	_____	_____	_____	_____	_____
Total Standard Mile Rate deduction		10,588		

How it is reported:

Depreciation deduction
Auto Expense
Personal Property Taxes, Schedule A, Line 7	10,588

Payment Voucher Filing Instructions

2013

Date to file by: 04-15-2014**Payment:** \$480**Address to file:** Internal Revenue Service
P.O. Box 931000
Louisville, KY 40293-1000**Other Instructions:** If paper-filing your 2013 return, mail the tax return, voucher, and check to the address on the voucher. Do not staple the voucher and payment to the return or to each other.

If your return was e-filed, mail the voucher and check to the address on the voucher.

Make your check or money order payable to "United States Treasury". Enter your SSN and "2013 Form 1040" on your check or money order.

To pay by credit card, go to www.1040paytax.com.**Taxpayer Records:****Amount Paid** _____**Check Number** _____**Date Mailed** _____

Form 1040-V (2013)

▼ Detach Here and Mail With Your Payment and Return ▼

Form

1040-VDepartment of the Treasury
Internal Revenue Service (99)**Payment Voucher**

OMB No. 1545-0074

2013

► Do not staple or attach this voucher to your payment or return.

1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order. Make your check or money order payable to "United States Treasury"	Dollars	Cents
908-98-7277			480	

FREDY MARTINEZ
4083 MAMIE RD
Memphis, TN 38128Internal Revenue Service
P.O. Box 931000
Louisville, KY 40293-1000

908987277 SP MART 30 0 201312 610

For Paperwork Reduction Act Notice, see your tax return instructions.
EEA

CORRECTED (if checked)

PAYER's name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 # Part(s)	OMB No. 1545-0116
Fayette Janitorial Service, LLC 7120 Hwy 76 PO Box 866 Somerville, TN 38068 (901) 465-1529			2013
		2 Payroll	Miscellaneous Income
		3	Form 1099-MISC
		4 Other income	5 Federal income tax withheld
		6	6 State and local tax payments
		7	7 Subsidized payments by雇主 dividends or interest
RECIPIENT'S name, street address city or town, province or state, country, and ZIP or foreign postal code		8 Paper made direct sales of \$5,000 or more of consumer products to a buyer (includes for resale) <input type="checkbox"/>	8 Crop insurance proceeds
Freddy Martinez Martinez Industrial 4083 Mamie Rd Memphis, TN 38126		9	9 Foreign tax paid
Account number (see instructions)		10 Excess golden parachute payments	10 Gross proceeds paid to an exchanger
11a Section 409A deferrals	11b Section 409A income	11c State tax withheld	11d State/Payer's state no.
\$0	\$0	\$0	41
Form 1099-MISC (keep for your records)		www.irs.gov/Form1099misc Department of the Treasury - Internal Revenue Service	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.